

As a result of this Amendment 0001, the subject solicitation is hereby modified as follows:

- 1.** This Amendment 0001 hereby incorporates all questions and answers posted on the USPTO Web page for this solicitation.
- 2.** On the Standard Form 33, under block 9, **delete** "...original and 6 copies..." **and replace with** "...original and 3 copies..."
- 3.** On the Standard Form 33, under block 9, **delete** "...2:00 P.M. Eastern Standard Time (EST), January 31, 2005." **and replace with** "...2:00 P.M. Eastern Standard Time (EST), February 7, 2005.".
- 4.** Under SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT, the following changes are hereby made:
 - A.** Under paragraph C.1 titled INTRODUCTION, on the fourth line, delete the semicolon after the word "easy" and replace with a comma.
 - B.** Under paragraph C.3.3, **delete** the first sentence which states "The contractor shall test and evaluate the ECC system to verify compliance of the system functionality prior to delivery to the USPTO" **and replace with** "The contractor shall provide initial testing and evaluation, not the USPTO ITPA testing, of the ECC system to verify compliance of the system functionality prior to delivery to the USPTO".
 - C.** Under paragraph C.3.3, second sentence, delete "contractors" and replace with "contractor".
 - D.** Under paragraph C.3.3.3, second paragraph, second line, delete the coma after the word "results".
 - E.** Under paragraph C.3.5, sixth line, delete the word "to" between the words "and" and "advise".
 - F.** Under paragraph C.3.5.5, first sentence, delete the word "a" between the words "develop" and "proposed".
 - G.** Under paragraph C.3.6.1 titled "Help Desk and On-Site Support", in the paragraph above the table on page 11 of the RFP, **delete** the word "relative" between the words "maintain" and "focus".
 - H.** Under paragraph C.3.6.1, eighth line, add the word "the" between the words "to" and "System".

I. Under paragraph C.3.6.2 titled “On-call Support” **delete** the first sentence which states “The contractor shall provide On-call / Non-Core Business Hour Support (outside of the hours defined in C.3.6.1) to the USPTO contact centers 24x7x365.” **and replace with** the following sentence “The contractor shall provide On-call Business Hour Support to the USPTO contact centers all hours and days, 7 days a week and 365 days a year, not covered during the on-site hours and days specified in section C.3.6.1.”

J. Under paragraph C.3.6.5 titled “Miscellaneous”, last sentence, **delete** “Determining” **and replace with** “Recommending”.

K. Under paragraph C.3.10.2 titled “Quality Assurance”, **delete** the second to the last sentence which states “USPTO currently an IV& V contractor for quality assurance functions” **and replace with** “The USPTO currently employs an ITPA contractor for quality assurance functions”.

L. Under paragraph C.3.11.4 titled Technical Data Rights, **delete** the following sentence: “The USPTO will own all technical data rights to all documents, software and other materials each contractor develops under the contract.” **and replace with** the following sentence: “The USPTO will have unlimited rights in data for all documents, software and other materials each contractor develops under the contract.”

M. Under paragraph C.4 titled "TECHNOLOGY AND TECHNICAL/BUSINESS PROCESSES", **delete** the following:

"The contractor shall be proficient with the following technologies and technical/business processes (C.4.1 through C.4.11) and must provide certification proof, where applicable, and prior experience references (2 or more) with the following:"

and replace with the following:

"The contractor's proposed personnel shall be proficient with the following technologies and technical/business processes (C.4.1 through C.4.11) and must provide certification proof, where applicable:"

N. Under paragraph C.5.3 titled "LABOR CATEGORY DESCRIPTIONS", the following changes are hereby made:

(a) Under "01 Program Manger", **delete** the following:

"Certification Requirement(s): PMP

Experience: 10+ years of experience managing contact center installations"

and replace with the following:

"Certification/Experience Requirement(s): Extensive and demonstrated experience managing contact center installations (Preferred 10+ years of experience or PMP Certification and 5+ years of experience)."

(b) Under "02 Senior Technical Specialist", **delete** the following:

"Experience: 5+ years of experience with I3 platform"

and replace with the following:

"Experience: Extensive and demonstrated experience with the I3 platform (Preferred 5+ years of experience)."

(c) Under "03 ECC System Administrator", **delete** the following:

"Experience: 3+ years of experience with I3 platform"

and replace with the following:

"Experience: Extensive and demonstrated experience with the I3 platform (Preferred 3+ years of experience)."

(d) Under "04 Microsoft Server Specialist", **delete** the following:

"Experience: 5+ years experience with Microsoft Server software"

and replace with the following:

"Experience: Extensive and demonstrated experience with Microsoft Server software (Preferred 5+ years of experience)."

(e) Under "05 Computer Senior Programmer", **delete** the following:

"Experience: 3+ years of experience with I3 software"

and replace with the following:

"Experience: Extensive and demonstrated experience with I3 software (Preferred 3+ years of experience)."

(f) Under "06 Voice Applications Specialist", **delete** the following:

"Experience: 5+ years experience with developing voice applications"

and replace with the following:

"Experience: Extensive and demonstrated experience developing voice applications (Preferred 5+ years of experience)."

(g) Under "07 Computer Systems Programmer/Analyst", **delete** the following:

"Experience: 1+ years experience with I3 software"

and replace with the following:

"Experience: Demonstrated experience with I3 software (Preferred 1+ years of experience)."

(h) Under "08 Computer Support Technician", **delete** the following:

"Experience: 2+ years experience supporting contact center implementations"

and replace with the following:

"Experience: Demonstrated experience supporting contact center implementations (Preferred 2+ years of experience)."

(i) Under "09 Documentation Specialist/Technical Writer", **delete** the following:

"Experience: Two or more years of technical documentation experience"

and replace with the following:

"Experience: Demonstrated experience in the field of technical documentation (Preferred 2+ years of experience)."

5. Under SECTION F - DELIVERIES OR PERFORMANCE, under clause F.5, subparagraph (2), first sentence, **delete** "studys" and replace with "task orders".

6. Under SECTION G - CONTRACT ADMINISTRATION DATA, the following changes are hereby made:

A. Delete clause G.6 and replace with the following revised clause G.6:

G.6 TASK ORDERS

(a) The Contractor shall perform work under this Contract as specified in written task orders issued by the Contracting Officer.

(b) Each task order will include (1) a numerical designation, (2) the estimate of required labor hours, (3) the period of performance and schedule of deliverables, (4) the description of the work, and (5) identification of the period (base, option period, etc.) to which the task order is to be charged if the Contract includes overlapping option periods.

(c) The Contractor shall acknowledge receipt of each task order by returning to the Contracting Officer a signed copy of the task order within one (1) calendar day after its receipt. The Contractor shall begin work immediately upon receipt of a task order.

(d) Within five (5) calendar days after receipt of a task order, the Contractor shall submit a work plan to the Contracting Officer's Technical Representative and to the Contracting Officer. The work plan shall include a detailed technical and staffing plan and a detailed cost estimate.

(e) If the Contractor considers the estimated labor hours or specified work completion date to be unreasonable, the Contractor shall promptly notify the Contracting Officer's Technical Representative and Contracting Officer in writing within five (5) calendar days, stating why the estimated labor hours or specified completion date is considered unreasonable.

(f) Within five (5) calendar days after receipt of the work plan, the Contracting Officer will provide written approval or disapproval of it to the Contractor.

(g) If the Contractor has not received approval on a work plan within ten (10) calendar days after its submission, the Contractor shall stop work on that task order. Also, if the Contracting Officer disapproves a work plan, the Contractor shall stop work until the problem causing the disapproval is resolved. In either case, the Contractor shall resume work only when the Contracting Officer finally approves the work plan.

(h) Each task order will have a ceiling price, which the Contractor may not exceed. When the Contractor has reason to believe that the labor payment and support costs for the order, which will accrue in the next thirty (30) calendar days, will bring total cost to over 85 percent of the ceiling price specified in the order, the Contractor shall notify the Contracting Officer.

(i) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control. Where any language in the delivery orders or task orders suggest a change to the terms or conditions of this contract, the Contractor shall immediately notify the Contracting Officer.

B. Delete clauses G.7 (ORDERING--CONTRACTOR RESPONSIBILITIES) and G.8 (GOVERNMENT-FURNISHED DATA).

C. Renumber clauses G.9 through G.11 as follows:

G.9 (INVOICING AND PAYMENT INSTRUCTIONS) becomes G.7

G.10 (INVOICING/PAYMENT FREQUENCY) becomes G.8

G.11 (ELECTRONIC PAYMENT INFORMATION) becomes G.9

7. Under SECTION H - SPECIAL CONTRACT REQUIREMENTS, the following changes are hereby made:

A. Under clause H.4, delete the title "OPTION TO EXTEND THE TERM OF THE CONTRACT--FIXED-PRICE CONTRACT" **and replace with** the following title: "OPTION TO EXTEND THE TERM OF THE CONTRACT—TIME AND MATERIAL CONTRACT".

B. Delete clause H.7 titled “SECTION 8(a) DIRECT AWARD”, **and replace with** the following, revised clause H.7:

H.7 SECTION 8(a) DIRECT AWARD

(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the U.S. Patent and Trademark Office. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

U.S. Small Business Administration
Washington Metropolitan Area District Office
1110 Vermont Avenue N.W., 9th Floor
Washington, DC 20043-4500

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part under the contract. The contracting activity shall also coordinate with SBA prior to processing any novation agreement. The contracting activity may assign contract administration function to a contract administration office.

(c) The contractor agrees:

(1) to notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA’s 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer or ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(2) it will adhere to the requirements of 52.219-14, Limitation on Subcontracting
(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the Department of Commerce. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

(d) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any novation agreement. The contracting activity may assign contract administration functions to a contract administration office.

(e) The contractor agrees:

(1) to notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(2) it will adhere to the requirements of 52.219-14, Limitations on Subcontracting.

C. Under clause H.10 titled "52.217-08 OPTION TO EXTEND SERVICES (November 1999)", **delete** the last sentence **and replace with** the following sentence:

"The Contracting Officer may exercise the option by written notice to the Contractor within the last 30-days of the contract period of performance."

8. Under SECTION I.1 52.252-2 Clauses Incorporated by Reference (Feb 1998), the following changes are hereby made:

A. Clause 52.222-41 is hereby **deleted**.

B. Under Clause 52.243-01, **delete** Alternate I **and replace with** Alternate II.

C. Delete Clause 52.249-02.

9. Under SECTION J – LIST OF ATTACHMENTS, **delete** Attachment "5" - Wage Determination No. 1994-2103 Revision No. 32, dated May 27, 2004 issued by the United States Department of Labor **and renumber** the list of attachments as follows:

Attachment "1" – Offeror proposed Section B fully burdened labor rates.

Attachment "2" – Past Performance Reference Worksheet.

Attachment "3" – Past Performance Questionnaire.

Attachment "4" – Personnel Resume Worksheet

Attachment "5" – Table of Financial Ratios

10. Under SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS, **delete** Clauses K.1 through K.11 **and replace with** the following clause:

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)

(a)(1) If the clause at 52.204–7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204–7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (b) applies.

☐ (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*].

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

11. Under SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS, the following changes are hereby made:

A. Under paragraph L.4.A, delete the following:

The Technical Proposal shall not exceed a total of thirty (30) pages in length (not including Attachments 2, 3 and 4 to the RFP) and shall address the following factors and subfactors as described below:

and replace with the following:

The Technical Proposal shall not exceed a total of thirty (30) pages in length (not including Attachments “1” through “4” and Attachment “5” (with its supporting material). In addition, foldouts (11x17) will count as two pages against the total page limitation. The Technical Proposal shall address the following factors and subfactors as described below:

B. Under paragraph L.4.A.3, delete the following sentences:

The Offeror must submit a letter of commitment for any proposed personnel not currently employed by the prime/subcontractor(s) committing the employee to work for the prime/subcontractor contingent upon award of the contract and also stating the fully burdened labor rate the employee has agreed to work for. This letter must be signed by the prospective employee.

and replace with the following sentences:

The Offeror must submit a letter of commitment for any proposed personnel not currently employed by the prime/subcontractor(s) committing the employee to work for the prime/subcontractor contingent upon award of the contract and also stating **either** the fully burdened labor rate **or** the direct hourly rate the employee has agreed to work for. This letter must be signed by the prospective employee and **must be submitted as part of the Offeror’s Price Proposal.**

C. Under paragraph L.4.A.6.(2), first line, delete “Offerors” and replace with “Offeror’s”.

D. Under paragraph L.4.B.(1)B, third line, delete “represenative” and replace with “representative”.

E. Under paragraph L.4.B.(1), **delete** the following paragraph:

Wage Determination No.: 94-2103, Revision No. 32, dated May 27, 2004 may be applicable to some of the labor categories that may be proposed under this requirement (see Attachment “5” to this RFP). If a proposed labor category is covered under the aforementioned Wage Determination, each Offeror must identify the proposed labor category that is covered and must state the applicable Wage Determination Labor Category.

F. Under paragraph L.5 titled “SUBMISSION REQUIREMENTS, **delete** the following sentence:

- one copy on a CD formatted for Microsoft Office 97 (or newer) compatible with Intel-based personal computer systems and formatted for 8 1/2" by 11" single-spaced print;

and replace with the following sentence:

- one copy on a CD formatted for Microsoft Office 97 (or newer) compatible with Intel-based personal computer systems and formatted for 8 1/2" by 11" single-spaced print (any 11"x17" foldouts should be formatted for 11"x17", landscape, single-spaced print, 12 pt type);

G. The following clause is hereby added to Section L:

L.11 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)

The North American Industry Classification System (NAICS) code for this acquisition is 561210.

12. Under SECTION M – EVALUATION FACTORS FOR AWARD, under paragraph M.3 titled “AWARD WITHOUT DISCUSSIONS”, **delete** the sentence that states “In accordance with the Patent and Trademark Office Acquisition Guidelines (PTAG), the Government will limit the competitive range to the three (3) highest evaluated Offerors.” **and replace with** the following sentence: “In accordance with the Patent and Trademark Office Acquisition Guidelines (PTAG), if discussions are deemed necessary, the Government will limit the competitive range to the three (3) highest evaluated Offerors.”

Offerors must acknowledge receipt of this amendment prior to the closing date of the RFP by completing block 14 on each copy of the signed Standard Form 33 submitted with the offeror’s proposal. Failure to do so may result in rejection of the offeror’s proposal.